

DOC. #5574
ADOPTED
5/27/93

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
NORTHEASTERN UNIVERSITY

This License Agreement (the "Agreement") is made as of the ____ day of June, 1993 by and between the Boston Redevelopment Authority, hereinafter called the Licenser, and Northeastern University hereinafter called the "Licensee." Collectively, the Licenser and the Licensee shall hereinafter be referred to as the "Parties."

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area located on Parcels 14, 14A, and 15, bounded by Burke Street, Tremont Street, Benton Street and Columbus Avenue and Davenport Street in the South End Project Area, is to be used for the purpose of off-street parking for approximately one hundred fifty cars as shown on a plan attached for those attending Northeastern University and those given permission by Northeastern University, for a period of three years commencing on June 1, 1993 and terminating on May 31, 1996, unless sooner terminated.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated on thirty (30) days written notice by the Licenser. No obligation on the part of the Licenser direct or indirect is to be construed beyond this temporary license.
4. The total License Fee shall be \$159,000 payable annually in advance in three payments as follows: June 1, 1993, \$50,635.07; June 1, 1994, \$52,964.28; June 1, 1995, \$55,400.64. In the event this Agreement is terminated by the Licenser in accordance with Section 3 hereof, the Licenser shall promptly reimburse the Licensee that portion of the annual license fee for the remainder of the particular year starting from the date of termination.
5. The Licensee shall indemnify and save harmless the Licenser from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licenser may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents,

servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee within the scope of their duties for the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against claims and demands for personal injury and property damage with respect to the License Area, with limits of One Million (\$1,000,000) Dollars combined single limit, Two Million (\$2,000,000) Dollars aggregate. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
7. The Licensee shall take exclusive possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises and the Licensee shall at its own expense clean the area of the same.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which this License is granted, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. During the term of this License Agreement the Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. The Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the

Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licenser shall establish from time to time upon notice to the Licensee.
12. Failure to pay the License Fee or failure to comply with the general and special conditions after notice will terminate this agreement forthwith. The Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licenser.
14. The Licensee shall cause the License Area to be upgraded for parking purposes, including but not limited to grading, stone dust paving, landscaping, and fencing (the "upgrading work") subject to the prior approval of the Authority. The cost of the upgrading work shall be at the Licensee's sole expense and in no event shall the Licenser be liable or responsible for any costs incurred or shall the Licensee have the right to deduct any such costs from the Licenser.
15. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licenser's written permission. Upon the termination of this Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licenser, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licenser's option, become the property of the Licenser. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the term.

In witness whereof, the parties hereto have placed their hands and seals below as of the date first above written.

ATTEST

BOSTON REDEVELOPMENT AUTHORITY

By:

Paul L. Barrett, Director

NORTHEASTERN UNIVERSITY

By:

Licensee

Approved as to Form:

Ralph F. Cahill

Assistant General Counsel

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its developer to enter upon the License Area at any reasonable time to inspect the License Area, and/or take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.

10. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
11. It is understood that the License shall provide free and clear access to and within the parking area for fire, police and other emergency vehicles.
12. The Licensee is responsible for towing all illegally parked vehicles from the License area.
13. The Licensee shall at all times maintain and operate the parking facilities in accordance with the Boston Zoning Code, the rules and regulations of the City of Boston Traffic and Parking Department and, if applicable, the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to the Licensor, and promptly and completely comply with whatever rules and directions the Licensor, in the exercise of its discretion, shall issue.
14. Licensee agrees that use of the License Area shall be restricted to Northeastern University faculty staff, students and those given permission by Northeastern University with the consent of the Authority. Parking of trucks or commercial vehicles shall not be allowed.
15. Licensee shall assume all cost of security of the License Area. Licensee agrees that when License Area is not in operation, all gates or entrances must be properly secured.
16. Licensee shall install and maintain at its cost all gates and fencing necessary during the term of the License.
17. It is understood that the Licensee by use of a sign shall inform anyone using the License Area that they do so at their own risk and that the Licensor will not be held liable for any damage or injury incurred to any person(s) and/or vehicle(s).
18. Under no condition shall overnight parking be permitted.
19. Proper stickers or other identification should be provided by the Licensee for all vehicles parked in the area.
20. Licensee will provide their own snow removal, sanding, salting, etc., during the term of the License as necessary.
21. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.

22. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.
23. The Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees, and plantings on or off the premises and shall repair and replace or otherwise make good as directed by the Licensor, any damage so caused. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.
24. The Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation, or crowd control management; and maintain safe and effective evacuation procedures in the event of an emergency. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation and stand ready to effect an emergency evacuation according to specific orders of City officials when appropriate.
25. Licensee shall immediately notify the Boston Police and Boston Fire Departments of any emergency requiring their service. The Licensee is expected to transmit all information accurately to both the Boston Fire Department and the Boston Police Department and to arrange a suitable meeting place in expediting their entrance to the License Area.
26. The Licensee shall not commence or continue to perform any work at the License Area unless the Licensee has in full force and effect all required insurance, and until all insurance certificates have been filed evidencing the specific insurance coverage required, nor shall any payment for work performed become due and payable until those certificates have been filed. The Licensee shall not permit any subcontractor, supplier or other person or organization to perform work unless the worker's compensation insurance requirements have been complied with by that subcontractor, supplier, other persons or organization.

All insurance policies provided to the foregoing provisions of these insurance requirements shall be in the form and written by companies satisfactory to the Licensor.

As evidence of specified insurance coverage, the Licensee shall provide certificates of insurance itemizing the specific policies issued, the limits of coverage afforded, and the endorsements provided, all in accordance with the requirements of the forms prescribed in the License Agreement, or as required by the Licensor prior to execution or any extension.

All the policies of insurance so required of the Licensee shall be endorsed to include as additional insureds: The Boston Redevelopment Authority as Licensor, the City of Boston, Authority's consultants, and each of their directors, officers, employees, representatives, or agents. The insurance afforded to these additional insureds shall be primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of insurance provided under the Licensee's policies of insurance shall not be reduced or prorated by the existence of other insurance.

Without limitation of any other provisions of this License Agreement, if (a) the Licensee's agreement herein to insure or to name as additional insured the Authority or any other specified additional insured with respect to contractual liability assumed by the Licensee under the terms of this License Agreement or otherwise, or (b) any contract of insurance between the Licensee or any Sub-Licensee and its insurance company shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that such circumstances shall not otherwise affect the validity or enforceability of the Licensee's agreements and obligations under this License Agreement nor the validity or enforceability of such contract of insurance, each of which shall be enforced to the fullest extent permitted by law.

27. Use of the License Area for parking shall be restricted to motor vehicles, which means, automobiles, station wagons and motorcycles. Parking of large trucks or other commercial vehicles shall not be allowed.

License shall install and maintain at its expense all fencing, and gates necessary during the term of the License Agreement and Licensee will restore at its expense any fences to a satisfactory condition as determined by the Licensor.

Within the terms of this License Agreement, it is expressly stated that it is the intention of the Licensor to, at some future time, publicly solicit proposals for the long-term re-use of adjacent publicly owned vacant parcels. The use of the BRA-owned parcels located at Parcel 14, 14A and 15 by means of this License Agreement carries with it no right or favors towards the future re-use of those parcels.

MEMORANDUM

MAY 27, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: BEVERLEY JOHNSON, ASSISTANT DIRECTOR FOR
INSTITUTIONAL PLANNING AND DEVELOPMENT
THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD PLANNING AND DEVELOPMENT

SUBJECT: AUTHORIZATION TO EXECUTE AND DELIVER A LICENSE
AGREEMENT WITH NORTHEASTERN UNIVERSITY FOR THE
PURPOSE OF PROVIDING OFF-STREET PARKING ON
PARCELS 14, 14A, AND 15, LOCATED AT 985-1007 TREMONT
STREET, 10 BENTON STREET, AND 694-708 COLUMBUS
AVENUE, RESPECTIVELY, IN THE SOUTH END URBAN RENEWAL
AREA.

SUMMARY: This memorandum requests authorization for the Director to execute a three year License Agreement with Northeastern University ("Northeastern") for the purpose of providing off-street parking on Parcels 14, 14A, and 15, located in the South End at 985-1007 Tremont Street, 10 Benton Street, and 694-708 Columbus Avenue, respectively. The temporary parking for faculty, staff and students on these sites will augment the Camden Street visitor/public parking lot which is now being heavily utilized by construction workers. The Authority previously approved the use of these lots in 1988 as temporary parking during the construction of Northeastern's new library/resource building. Northeastern will be landscaping and lighting the lots and will provide security.

On August 18, 1988 the Authority authorized the Director to execute a License Agreement with Northeastern University for the purpose of providing temporary parking on Parcels 14, 14A and 15. With the completion of the library/resource building this parking was no longer needed and the temporary use of the parking lot was terminated.

Two additional development projects at Northeastern, as well as the impacts of construction at Parcel 18, again require the provision of additional parking for a three year period. Two development projects at Northeastern, the Dodge Building

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renovation and the El Student Center Renovation, are or will be underway shortly at a total cost of over \$10M. Construction workers employed on these projects, as well as the adjacent Ruggles Center development, are utilizing the Camden Street visitor parking lot which is located adjacent to the garage off Columbus Avenue. Additional parking is needed to supplement student, construction worker, and visitor parking. In addition, the proposed Engineering Center project is expected to receive public approval this Fall, necessitating additional construction worker parking. The temporary parking will be needed through the term of the proposed lease to meet the University's short-fall in parking supply. It will be utilized as a sticker lot for use by students, faculty and staff.

Because of the impacts of the preceding projects on the supply of university parking, Northeastern would like to again enter into a License Agreement with the Authority for the use of these same lots (Parcels 14, 14-A, 15) for a period of three (3) years. Consideration for the License Agreement would be a total of \$159,000, or an average of \$53,000/year. Real Estate Services has reviewed the agreement and concurs with the lease terms. These same properties were leased in 1988 to Northeastern University for \$30,000.

Upgrading of the lots at an estimated cost of \$20,000 will be undertaken by Northeastern at its own expense. Improvements include cleaning of debris, grading, fencing where necessary, landscaping and the addition of a stone dust paving. Northeastern will be responsible for all maintenance, security, and other services. The license would be granted with the express understanding that the parking occupancy shall be a temporary use and shall not be an obstacle to future development of the site.

It is, therefore, recommended that the Director be authorized to execute a License Agreement with Northeastern for the use of Parcels 14, 14A, and 15 for temporary parking for approximately 150 cars. The license period will extend from June 1, 1993 through May 31, 1996, will include a 4.6% annual escalator, and will be for consideration of \$50,635.07 in Year 1, \$52,964.28 in Year 2, and \$55,400.64 in Year 3 for a total payment of \$159,000. Capital costs for site preparation will not be deducted from the lease payment. The License Agreement shall include the Authority's usual terms and conditions, and such other conditions as the Director deems appropriate and necessary. It also shall include the express provision that no obligation on the part of the Authority, direct or indirect, shall be construed beyond the temporary tenancy. Northeastern shall obtain liability insurance naming the Authority as additional insured. A License Agreement in the form substantially to be executed is attached.

An appropriate vote follows:

VOTED: That the Director be, and hereby is, authorized to execute a License Agreement with Northeastern University for the use of Parcels 14, 14A, and 15 of the South End Urban Renewal Area for temporary parking for 150 cars. The license will be for a three (3) year period for a total of \$159,000; respectively year one \$50,635.07, year two \$52,964.28 and year three \$55,400.64. Said License Agreement is to contain the express provision that no obligation on the part of the Boston Redevelopment Authority (the "Authority"), direct or indirect, is to be construed beyond the temporary tenancy. Said License Agreement also shall contain the provision that Licensee shall assume all maintenance expenses, including cleaning of litter, trash, debris and other disposable material on the site, providing security, and ensuring that the site is maintained in a safe condition. The Licensee shall obtain liability insurance in the amounts indicated in the License Agreement, and naming the Authority as additional insured on the policy, and shall agree to indemnify the Authority from any liability resulting from use of the premises. The License Agreement shall contain the Authority's usual requirements and such other terms and conditions as the Director deems proper and in the best interest of the Authority.



WM. E. CARTER
PLAYGROUND

DAVENPORT
STREET

AVENUE

BENTON
STREET

STREET

KENDALL

HAMMOND

HAMMOND
TER.

FREDERICK DOUGLAS SQUARE

STREET

STREET

BURKE

COVENTRY

STREET

TREMONT

CUNNARD